

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:) Docket HWCA: SRPD01/02 SCC-4274
)
Shipley Company, L.L.C.)
2631 Michelle Drive,) SECOND AMENDMENT TO CORRECTIVE
Tustin, CA 92780) ACTION CONSENT AGREEMENT
)
EPA ID# CAD 008 334 260)
)
)
Shipley Company, L.L.C.) Health and Safety Code
Respondent.) Sections 25187 and 25200.14
)

On March 17, 2003, the Department of Toxic Substances Control (DTSC) and Shipley Company, L.L.C. (Respondent) entered into a Corrective Action Consent Agreement, Docket No. HWCA SRPD01/02-SCC-4274, with regard to the facility formerly operated by Respondent in Tustin, California (Facility). On November 20, 2003, DTSC and Respondent entered into the First Amendment to Corrective Action Consent Agreement (First Amendment). DTSC and Respondent hereby enter into this Second Amendment to Corrective Action Consent Agreement (Second Amendment) as follows:

1. Section 23, entitled LAND USE COVENANT, is added to the Corrective Action Consent Agreement to state:

"23. A Land Use Covenant is required as the selected corrective measure for the Facility. Respondent shall enter into a Land Use Covenant with DTSC as required by California Code of Regulations, title 22, section 67391.1. Respondent shall record the fully executed Land

Use Covenant with the Orange County Recorder's Office within 90 days of the effective date of the Second Amendment and submit to DTSC a copy of the Land Use Covenant showing that it has been filed for recording with the Orange County Recorder's Office.

2. Section 24, entitled IMPLEMENTATION AND ENFORCEMENT PLAN, is added to the Corrective Action Consent Agreement to state:

"24.1. Respondent shall comply with the Implementation and Enforcement Plan as approved by DTSC on January 13, 2004, a copy of which is attached hereto.

24.2. In accordance with California Code of Regulations, title 22, section 67391.1(h), Respondent shall reimburse DTSC for DTSC's costs incurred in administering the Land Use Covenant, including the costs incurred in overseeing performance of the Implementation and Enforcement Plan, (LUC-I&E Plan Costs). The estimated LUC-I&E Plan Costs to be incurred by DTSC over the next thirty (30) years are set forth in Exhibit D attached hereto. Respondent shall pay the total amount of such estimated costs (\$29,805) in advance within 30 days after the effective date of this Second Amendment, and in all other respects in accordance with Section 20.7 of this Consent Agreement. It is understood by the parties that the amounts shown in Exhibit D are only an estimate and cannot be relied upon as the actual amount of LUC-I&E Plan Costs to be incurred

by DTSC pursuant to this Consent Agreement. If DTSC should incur additional amounts of LUC-I&E Plan Costs, then Respondent shall reimburse DTSC for such costs in accordance with Sections 20.4, 20.5, 20.6, and 20.7 of this Corrective Action Consent Agreement.

3. Section 20.1 of the Corrective Action Consent Agreement is amended to state:

"Respondent shall pay DTSC's costs incurred in the implementation of the Consent Agreement. Such costs shall include DTSC's costs incurred in the preparation and implementation of the Consent Agreement prior to the effective date of the Consent Agreement but shall not include any LUC-I&E Plan Costs. LUC-I&E Plan Costs shall be paid as set forth in Section 24.2 of the Corrective Action Consent Agreement.

4. Section 22, TERMINATION AND SATISFACTION, of the Corrective Action Consent Agreement is amended to state:

"Except for Respondent's continuing obligations under sections 14.1, 14.2, 14.3, 20.7, 24.1, and 24.2 of this Consent Agreement, the provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent

Agreement, except for Respondent's continuing obligations under sections, 14.1, 14.2, 14.3, 20.7, 24.1, and 24.2 of this Consent Agreement has been satisfactorily completed."

5. Section 23, EFFECTIVE DATE, is renumbered as Section 25 of the Corrective Action Consent Agreement.
6. Section 24, SIGNATORIES, is renumbered as Section 26 of the Corrective Action Consent Agreement.
7. An "Exhibit D-LUC-I&E Cost Estimate and payment calculations", as attached hereto, is added to the Corrective Action Consent Agreement.

Except as amended by this Second Amendment, the provisions of the Corrective Action Consent Agreement and the First Amendment shall remain in full force and effect. This Second Amendment shall take effect upon the date when this Second Amendment is executed by both parties.

DATE: 1/30/2004

BY: Signed by John W. Law
Representing Respondent

John W. Law, Treasurer
Name and title of Respondent's Representative

DATE: 2/09/2004

BY: Signed by Stephen W. Lavinger
Stephen W. Lavinger, Chief
Southern California Branch
State Regulatory Programs Division
Hazardous Waste Management Program
Department of Toxic Substances Control

This Corrective Action Consent Agreement posted on DTSC's website does not include all attachments from the original document. If you need copies of a specific document, please contact the DTSC project manager listed in the document.